

## REMARKS

The applicants have carefully considered the Office action dated July 1, 2008, and the references it cites. By way of this Response, claims 15, 16, 40, 41, and 48-50 have been amended and claim 52 is new. In view of the foregoing claim amendments and the following remarks, it is respectfully submitted that all pending claims are in a condition for allowance. Accordingly, reconsideration of the application and allowance thereof are respectfully requested.

### Claim Rejections under 35 U.S.C. § 103

Claims 3, 6-9, 11-16, 34-36, 38, 40, 41, 43, 44, 46, and 48-51 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Ganzinotti (U.S. 3,341,974) in view of Van Dyk, Jr. (U.S. 4,371,175), where claims 15, 40, 48, and 50 are independent claims. For purposes of clarity and conciseness, independent claims 15, 40, and 48 will be related to Ganzinotti and Van Dyk, Jr. as a group, while claim 50 will be discussed individually.

Independent claims 15, 40, and 48 relate generally to doors adapted to provide a barrier between a first area of colder air and a second area of warmer air. The claimed doors comprise, *inter alia*, a door member, a door panel, and a seal with an inner surface and an outer surface. Claims 15, 40, and 48 specify that the outer surface of the seal is in contact with the first area of colder air and the second area of warmer air, wherein the seal has a first thickness adjacent the first area of colder air and a second thickness adjacent the second area of warmer air, the first thickness being larger than the second thickness.

Ganzinotti and Van Dyk, Jr., alone or in combination, do not disclose, teach, or suggest a door comprising a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness.

Turning first to Ganzinotti, the examiner alleges that Ganzinotti discloses seal “8, along the top and side or along the side and bottom” (Office action of July 1, 2008, page 2). Ganzinotti states that alleged seal “8 is uniform over the whole of its length . . .” (col. 2, ll. 27-28), where the geometry is shown in Figure 5a. Ganzinotti does not disclose, teach, or suggest a door comprising a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness.

Similarly, Van Dyk, Jr. does not disclose, teach, or suggest a door that includes a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness. As shown clearly in Figures 2-5 and 7-8, gasket 20 of Van Dyk, Jr. has a uniform thickness provided by an inflatable elastomeric tube 24 and a flexible conductive shielding medium 26. Van Dyk, Jr. does not contemplate a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness.

The references have been discussed individually in the above paragraphs to establish that neither reference discloses, teaches, or suggests a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness. Because neither

Ganzinotti nor Van Dyk, Jr. disclose, teach, or suggest a door comprising a seal with a first thickness adjacent a first area of colder air and a second thickness adjacent a second area of warmer air, wherein the first thickness is larger than the second thickness, it logically follows that the combination of the references cannot disclose, teach, or suggest the claimed door.

Referring to FIG. 4 of the application, in some examples, portions of the seal 50 that are positioned adjacent the first area 22 of colder air, are provided with insulation 55 (e.g., a first thickness of the seal) and portions of the seal 50 that are positioned adjacent the second area 24 of warmer air, are not provided with insulation (e.g., a second thickness of the seal) (see generally, pg. 5 lns. 19-28). In addition to distinguishing over the art of record, a seal that is thicker where it is in contact with an area of colder air and thinner where it is in contact with an area of warmer air also provides practical benefits. For example, the thicker portion of the seal is desirable where the seal contacts an area of colder air because it helps maintain heat within the seal and helps minimize or eliminate frost accumulation inside of the seal (current application, page 5, ll. 20-21). The thinner portion of the seal, on the other hand, helps the seal maintain flexibility (id. at line 24). Thus, a variable thickness seal provides appreciable benefits over seals of uniform thickness, such as those disclosed by Ganzinotti and Van Dyk, Jr.

For at least the foregoing reasons, independent claims 15, 40, and 48 are not rendered obvious by the combination of Ganzinotti and Van Dyk, Jr., leaving claims 15, 40, and 48 and the claims dependent thereon in a condition for allowance. The applicants respectfully request such allowance.

Independent claim 50 relates to a door adapted to provide a barrier between a first area of colder air and a second area of warmer air. The door of claim 50 comprises, *inter alia*, a door member, a door panel, and a pliable seal between the door member and the door panel and between the first area of colder air and the second area of warmer air. The door of claim 50 also includes thermal insulation overlaying a portion of an inner surface of the pliable seal such that the thermal insulation is disposed in a region of the seal adjacent the first area of colder air but not in a region of the seal adjacent the second area of warmer air.

The examiner acknowledges that Ganzinotti “fails to disclose a seal with thermal insulation” (Office action of July 1, 2008, page 2), but alleges that Van Dyk, Jr. discloses “an inflatable seal having thermal insulation (the inner layer)” (*id.*). Even if one accepts Van Dyk, Jr. as disclosing an inflatable seal having thermal insulation (a point the applicants do not concede), Van Dyk, Jr. does not disclose, teach, or suggest a door that includes thermal insulation overlaying a portion of an inner surface of the pliable seal such that the thermal insulation is disposed in a region of the seal adjacent the first area of colder air but not in a region of the seal adjacent the second area of warmer air. As shown in Figures 2-5 and 7-8, the alleged thermal insulation of Van Dyk, Jr. (elastomeric tube 24), overlays the entire portion of the inner surface of the alleged pliable seal (flexible conductive shielding medium 26). The alleged thermal insulation of Van Dyk, Jr. is not disclosed as overlaying a portion of an inner surface of the pliable seal such that the thermal insulation is disposed in a region of the seal adjacent the first area of colder air but not in a region of the seal adjacent the second area of warmer air.

For at least the foregoing reasons, independent claim 50 is not rendered obvious by the combination of Ganzinotti and Van Dyk, Jr., leaving it and the claim dependent thereon in a condition for allowance. The applicants respectfully request such allowance.

### **New Claim**

Claim 52 is new. Claim 52 relates to a door adapted to provide a barrier between a first area of cold air and a second area of warm air that includes an inflatable seal between the door member and the door panel. The inflatable seal defines an air inlet and an air outlet. Additionally, the inflatable seal includes a wall that is at least partially porous to enable air to pass through the wall to substantially prevent frost from accumulating on an exterior surface of the inflatable seal. Further, the inflatable seal has a variable thickness.

None of the cited references disclose, teach, or suggest such a door. Therefore, applicants respectfully submit that claim 52 is in condition for allowance.

### **Conclusion**

Reconsideration of the application and allowance thereof are respectfully requested. If there is any matter that the examiner would like to discuss, the examiner is invited to contact the undersigned representative at the telephone number set forth below.

The Commissioner is hereby authorized to charge any deficiency in the amount submitted or any additional fees which may be required during the pendency of this application under 37 CFR 1.16 or 1.17 to Deposit Account No. 50-2455.

Respectfully submitted,

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